

STATEMENT OF DIANNE FEINSTEIN

My name is Dianne Feinstein, and I am the Mayor of the City and County of San Francisco.

After assuming office in November of 1978, I learned that the Office of the Mayor received tickets from the San Francisco Giants and the San Francisco Forty-Niners. The procedure for handling these tickets was in place and was not discussed with me. The office practice was to distribute tickets to those who asked on a first-come, first-served basis to staff members, members of the general public, service groups, senior citizen organizations and various agencies. Aside from this general knowledge, I was not consulted regarding the distribution of tickets. I did not review or approve or disapprove requests for distribution of tickets.

In 1981, I gave Assemblyman Willie Brown the Mayor's box seat tickets for the Forty-Niners games; for the 1982 season, I gave him four of those tickets. I did not realize that I should have reported them. When it was brought to my attention that these tickets might constitute a gift from the Forty-Niners, I included them in amended reports I filed pursuant to the Political Reform Act.

In 1978 and 1980, I made no use of Forty-Niner's tickets. On several occasions in 1981, I attended football games as the guest of the owner of the Forty-Niners, Mr. Eddie DeBartolo. I have reported these free admissions in compliance with the Political Reform Act. I used no tickets in 1982 other than the tickets given to Speaker Brown mentioned above. During the 1983 season, I did attend some games in the Mayor's Office seats. I consider and will report the use of those tickets as a gift from the Forty-Niners to myself.

I have never used the box seats provided to the Office of the Mayor by the Giants. I have only attended the Giants' games in two capacities. First, I have attended as part of a group of dignitaries invited by the Giants to participate in Opening Day ceremonies. I consider such attendance a part of my official duties and was advised by the City Attorney that my admission to the event was not to be considered as a gift.

On two occasions, I attended a game and sat in the bleachers with a group of youngsters from Hunter's Point who had been invited to attend the game by Bob Lurie, the owner of the Giants. Once again, I was attending as the Mayor of the City and County of San Francisco. I considered it as part of my official duties, and was advised by the City Attorney that I need not report my free admission to these games as a gift from Bob Lurie or the Giants.

I also understand from reviewing the correspondence relating to this matter that the Giants at one time advised me that they would be sending to my husband and me National League passes. Upon reflection, I now realize that I received those passes. However, at the time, I did not know what they were and threw them away.

I wish to thank the Commission and the Commission staff for their kind attention to this matter.



DIANNE FEINSTEIN

Legal Analysis

At common law, a gift was not consummated until it was accepted. Under the practice adopted in the Office of the Mayor, a gift of the tickets did not occur until they were requested and received by someone.

The Political Reform Act, in Section 87100, prohibits an officer from influencing a decision in which he knows or has reason to know he has a financial interest. An official has a financial influence if it is reasonably foreseeable that the decision will have a material financial effect on any source of income aggregating \$250.00 or more within the preceding twelve months. See Section 87103(c). "Income" is defined in Section 82030 to include a gift. Hence, it is critical to determine what is a gift within the meaning of the Act.

The definition of "gift" in Section 82028 may be summarized as "a gift is any payment greater than consideration received." It does not follow that mere receipt of tickets effects a gift. The use of the separate terms "gift" and "receipt" in the Act, absent unequivocal manifestation of intent to the contrary, requires the conclusion that those adopting the legislation intended that the terms used in it be given their distinct and established meanings in the law (Harris v. Reynolds (1859) 13 Cal. 514). Receipt in the common law is distinguished from acceptance (Tonkelson v. Malis (1922) 197 N.Y.S. 309, 119 Misc. 717), and acceptance by the donee is generally held to be an essential element of a gift (United States v. Schroeder (1965) 348 F.2d 223).

If the official never knew or had reason to know that a gift was made and never exercised dominion and control over it, no compromising influence could possibly bear on him or her. Clearly, under such circumstance, the Act would not hold that a gift had been made to the official. For similar reasons a time-tested practice whereby box seats are made available to the Office of the Mayor ought not be considered a completed gift to the Mayor within the meaning of the Act until someone accepts the gift by taking it or otherwise exercising dominion and control over it.

Had the Mayor assumed control over the tickets, either by using them or by setting criteria for distribution, or by reserving the power to approve the distribution, then there might have been an acceptance and the gift would have been consummated upon receipt. Under the procedures established in the Mayor's Office, however, there was no gift until a particular employee took a ticket.

For these reasons, it is our view that a gift was not made to the Mayor when season box seats tickets to Giants' and Forty-Niners' home games were delivered to the Office of the Mayor for the use of that Office.

We next proceed to an analysis of the effect of the receipt of a gift on the prerogatives of the Mayor as Chief Executive Officer of the City and County of San Francisco. To again summarize, the laudable purposes of the Act would be subverted if the receipt of tickets by the Office of the Mayor was construed to preclude the Mayor from playing a role in resolving problems connected with what will be one of the major municipal issues faced by the Mayor and the people of San Francisco in the next several years. The Charter vests in the Mayor alone the power to coordinate and oversee a citywide response to a public problem. This conclusion is reinforced by the fact that any determination to replace or renovate the stadium will require approval of the electorate and the board of supervisors.

The Act should not be read to deprive the people of San Francisco of the leadership powers of the Mayor because of the minor questions raised by the donation of box seat tickets to the Office of the Mayor.

The City is faced with a difficult problem relating to Candlestick Park. The San Francisco Giants commissioned a study on the condition of Candlestick Park which they transmitted to the Mayor. That study concluded that there were some serious structural problems and design defects in Candlestick Park and the City must undertake significant repairs and improvements or move the stadium to a better location.

Upon receipt of the report from the Giants, the Mayor appointed her own task force of leading citizens to articulate the various political and economic options available to the City. The task force recommended constructing a new downtown stadium. As a first step in responding to the task force's recommendations, the Mayor made a public presentation of the task force report and appeared before the Board of Supervisors to report to them.

San Francisco Charter Section 3.100 provides in relevant part,

The mayor shall be responsible for the enforcement of all laws relating to the municipality . . . ; he shall supervise the administration of all departments under boards and commissions appointed by him; . . . ; and he shall coordinate and enforce cooperation between all departments of the city and county.

Candlestick Park is a city park facility under the administration of the Recreation and Park Commission. San Francisco Charter Section 3.552. The Recreation and Park Commissioners are appointed by the Mayor. San Francisco Charter Section 3.550. Hence, under the San Francisco Charter, the Mayor is ultimately responsible to the people for the supervision of the Recreation and Park Department and the operation of Candlestick Park.

Furthermore, any decision regarding repairs or improvements to Candlestick Park, or the need to move the stadium to another location, would require the participation of the Department of Public Works (Charter Section 3.552), the San Francisco Art Commission (Charter Section 3.601), and the Department of City Planning (Charter Section 3.524). Section 3.529 of the Charter provides,

The [Department of City Planning] shall act in an advisory capacity to the board of supervisors and other departments, commissions and agencies of the city and county in any matter affecting the physical improvement and development of the city and county. * * *

The City Planning Commissioners are also appointed by the Mayor. San Francisco Charter Section 3.521.

To these principles must be added an important prohibition embodied in San Francisco Charter Section 2.401. That Section provides, except for the purpose of inquiry, the board of supervisors may not interfere with the administrative functioning of any City department. It is clear that the Charter not only places overall responsibility for administering the city's affairs and setting and implementing city policy in the Mayor, but it also prohibits the only other elected officials with some general authority over city affairs, to wit: the Board of Supervisors, from interfering in any way in departmental affairs.

The Board of Supervisors can conduct hearings for the purpose of inquiry and issue reports. However, the Charter prohibits them from exercising the basic executive powers essential to the preparation of an intelligent and integrated response to the problems posed by Candlestick Park.

Construction of a new downtown stadium would require voter approval, pursuant to Charter Section 7.403, because it contemplates the sale of Candlestick Park. Further, a downtown stadium or the renovation of existing facilities may be financed in part by lease revenue bonds, which would also require voter approval. San Francisco Charter Section 7.300.

The important point is that any decision to rebuild, improve or move the stadium would involve many city departments. In addition, it would require the approval of the board of supervisors, and, for any major project, a vote of the people. Under the Charter, only the Mayor has authority to coordinate and enforce the cooperation between departments necessary to bring an intelligent and comprehensive policy before the people for their approval or disapproval.

The Act is designed to protect the integrity of the public's decision-making processes by protecting the people's delegates from the detracting and compromising influences that money may have upon them. In the instant case, the decisions concerning the stadium will ultimately be made by the people. The only action that the Mayor can take is to bring the matter before the people. The voters can evaluate the records regarding gifts received by all public officials that participate in the process leading to the submission of the charter amendment to the electorate.

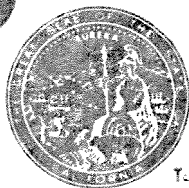
The purposes of the Act are expressed in Sections 81001 and 81002. The essence of the enactment's proscriptions focuses upon the ability of officials to conduct their duties in an "impartial manner, free from bias caused by his own financial interest . . ." And the Act states that ". . . income of public officials which may be materially affected by the official's actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided." Section 81003 enjoins a "liberal [construction of the Act] to accomplish its purpose."

Even if the delivery of box seats to the Office of the Mayor constituted a gift to the Mayor within the meaning of the Political Reform Act, a rule of reason must be read into the prohibition against participation in any governmental decision that may have a material effect upon a source of income. Notwithstanding the possible technical receipt of a gift, the fact of the matter is that the Mayor enjoyed no material benefit therefrom. The tickets provided by the Giants and Forty-Niners will have no effect upon the ability of the Mayor to discharge her duties in ". . . an impartial manner, free from bias" caused by the receipt by her office of tickets.

The stadium issue must ultimately be decided by the San Francisco electorate. The people themselves, for whose protection the Act was adopted, are competent to evaluate the credibility of the Mayor's arguments and presentations in light of whatever gifts she has received from entities that will be affected. In light of the extensive media coverage already given to these few tickets, the people definitely will be aware of the issue.

Application of the conflict of interest rules would not, under these circumstances, provide the people with better leadership from its elected officials, but deprive them of any leadership at all. The people ought not to be deprived of the benefit of the leadership and exercise of executive powers that only the Mayor can provide, on the basis of a technical misunderstanding arising out of the Mayor's reliance upon a long-standing method of handling the tickets and upon legal advice given to the former Mayor. Such a result would clearly be contrary to the spirit and intent of the Act.

State of California



Fair Political Practices Commission

P.O. BOX 807 • SACRAMENTO, 95804 • • • 1100 K STREET BUILDING, SACRAMENTO, 95814

Technical Assistance
(916) 322-5662

Administration
322-5660

Executive/Legal
322-5901

Enforcement
322-6441

Statements of Economic Interest
322-6444

February 2, 1984

Burk Delventhal
Deputy City Attorney
Room 206, City Hall
San Francisco, CA 94102

Re: A-84-014

Dear Mr. Delventhal:

Your letter requesting advice under the Political Reform Act has been referred to Robert E. Leidigh, an attorney in the Legal Division of the Fair Political Practices Commission. If you have any questions about your advice request, you may contact this attorney directly at (916) 322-5901.

We try to answer all advice requests promptly. Therefore, unless your request poses particularly complex legal questions, or unless more information is needed to answer your request, you should expect a response within 21 working days.

Very truly yours,

Barbara A. Milman
Barbara A. Milman
General Counsel

BAM:pln



**George Agnost,
City Attorney**

February 16, 1983

State of California
Fair Political Practices Commission
1100 "K" Street Building
Sacramento, CA 95814

Attn: Robert E. Leidigh, Counsel
Legal Division

Re: Receipt of Professional Sports Tickets By
the Office of the Mayor of San Francisco
(Your File No. A-84-014)

Dear Mr. Leidigh:

We are writing in response to the inquiries contained in your letter of February 9, 1984. Our responses to Questions 1 through 7, and 9, are contained in the Statement of James Molinari, attached to this letter as Exhibit K. Our response to Question 8 is set forth below.

In response to Question 10, we have again been informed by the Office of the Mayor that they are unable to locate at this time any further documentation memorializing the receipt of tickets from the Giants or the Forty-Niners beyond that already forwarded to the Commission. The relevant lease provisions are attached as Exhibit L to this letter; copies of the Charter provisions cited in our legal analysis are attached as Exhibit M. Copies of the disclosure statements of Mayor George Moscone, inadvertently omitted from Exhibit H, are also included.

"Question 8. Specifically, what decisions or actions regarding the proposed new San Francisco sports stadium is the Mayor planning on making, or participating in, or using her official position to influence?"

Below is a comprehensive, if not exhaustive, list of the various areas in which decisions will have to be made in pursuing a new San Francisco sports stadium --

- Recommendations to the Board of Supervisors for a Charter amendment providing for the sale of Candlestick Park; recommendations to the Board of Supervisors for submission to the voters of a bond proposal to finance a new stadium.

- Voter approval of the same.

- Site selection and acquisition.

- Lease with property owners.

- Lease with sports franchises.

- Lease of luxury boxes to master tenant.

- Lease of advertising rights.

- Stadium design.

- Disposition of Candlestick site.

For each of these activities, the Mayor contemplates undertaking a variety of roles. Some, such as making recommendations to the Board, require her direct participation in formulating legislation. Prior to making recommendations to the Board, the Mayor may commission further feasibility studies, in addition to the one already completed, to address issues such as parking and traffic, zoning, and environmental impact. The Mayor may also engage in negotiations to guarantee the sale or lease of luxury boxes, as well as the sale or lease of advertising rights (including naming the stadium), in order to present a clear picture of the available options for financing the stadium. The Mayor may determine that it is desirable for all of these activities to take place prior to submission to the voters, so that the people can make an informed decision.

Once the measures are before the voters for approval, the Mayor anticipates campaigning for their passage by giving speeches and interviews, attending or hosting fund-raisers, privately lobbying interested groups or individuals, and otherwise facilitating the presentation of the issue to the people.

For the site selection and design and the disposition of the Candlestick site, the Mayor anticipates overseeing the gathering of information through various City departments,

formation of study groups, and presentation of final recommendations. The Mayor anticipates participating in many of the same activities for policy aspects of the lease issues, as well as taking part, where necessary, in the actual negotiations. The Mayor also anticipates taking part in any lobbying efforts to secure potential state or federal funding.

We would be pleased to offer whatever further assistance and cooperation you require in completing your inquiry.

Very truly yours,



GEORGE AGNOST
City Attorney



for BURK E. DELVENTHAL
Deputy City Attorney

Enclosures

STATEMENT OF JAMES MOLINARI

My name is James Molinari. I am currently an Inspector with the San Francisco Police Department, permanently assigned to the Office of the Mayor of San Francisco. I have occupied this position for the past six-and-a-half years.

At some time after I was assigned to the Mayor's Office, I became aware of a procedure whereby season tickets sent by the Giants and the Forty-Niners to the Office of the Mayor were made available to city officials and employees, and members of the public, who were interested in attending particular games.

Under that procedure, Mel Wax of the press office maintained a file containing the tickets. The tickets were available on a first-come, first-served basis. Those persons wanting tickets would sign out for them, indicating the date of the event for which the tickets were taken. It was my understanding, based upon informal discussion with the Mayor's staff and upon what I had heard regarding the advice of James Lazarus, at that time a deputy city attorney, that Mayor Moscone was only responsible under the Political Reform Act for those tickets he actually used. This practice continued unchanged when Dianne Feinstein took office.

About three seasons ago, after Mel Wax resigned, I was asked to handle the tickets. (One of the Mayor's secretaries maintained the ticket file during a short interim period.) I did so, using the same procedures as followed under the Moscone administration.

While the tickets were within my oversight, I never approved or disapproved requests for tickets. Rather, the tickets were still made available on a first-come, first-served basis. Anybody taking a ticket or tickets would sign up on the "calendar" maintained with the file. This practice made particular sense with regard to the baseball tickets, due to the great number of games involved. Mayor Feinstein was not consulted or informed as to who made use of the tickets, nor did she herself use or distribute the tickets. The only exception I recall is when Mayor Feinstein gave Forty-Niners tickets to Assembly Speaker Willie Brown.

Approximately a year ago, the Mayor decided to move the tickets to a more secure place so as to ensure their availability for distribution to as many city officers, employees, and community representatives as possible. Responsibility for the physical security of the tickets was transferred to Cyr Copertini, the Mayor's appointment secretary, and the tickets were placed in a locked file cabinet in Ms. Copertini's office. I have, during the time since, continued to receive requests for tickets and distributed them in the same manner.

At the direction of the Mayor and the Office of the City Attorney, I was assigned to investigate and respond to the Commission's inquiries of February 9, 1984. In preparing these responses, I spoke with various personnel of the Office of the Mayor responsible for the receipt of mail and for the handling of these tickets. I have also personally examined the records of the Office of the Mayor.

Question 1: I have spoken to the office staff who handle incoming mail for the Office of the Mayor, as well as others knowledgeable about the ticket procedure; I have also personally searched the archives for the past three years. Based upon that examination, I have determined that the Office of the Mayor did not receive any National League passes in 1981, 1982 or 1983. The only reference I was able to locate in any record of the Office of the Mayor was in the 1981 letter of Robert Lurie.

Question 2: The 1983 Giants tickets were received on or about March 21, 1983. There were 496 tickets, at \$8.00 a piece, for a total face value of \$3968.00.

The 1983 Forty-Niners tickets were received on or about August 1, 1983. There were 80 tickets, at \$25.00 a piece, for a total face value of \$2000.00.

Question 3: The Mayor paid the Forty-Niners \$125.00 on or about November 10, 1983, and \$200.00 on or about December 21, 1983, for tickets she and her guests used for the Forty-Niners games on November 6, 1983 and on December 19, 1983, respectively..

Question 4: The Office of the Mayor received parking passes, five per game, from the Forty-Niners for the 1983 season, and none from the Giants. However, the Mayor has her own parking pass issued by the Police Department, and never made use of those received from the Forty-Niners. The parking passes from the Forty-Niners were available to individuals signing up for game tickets, although there was no separate sign-up procedure. I am aware that at least some of the people taking tickets also made use of the parking passes.

The Giants tickets were stamped by the management to include Stadium Club privileges; anyone using the ticket could take advantage of those privileges, although the Mayor herself did not do so. The Forty-Niners did not provide Stadium Club privileges as part of the tickets or separately.

The Mayor never went to the Stadium Club in 1983, and did not make any payments for these privileges.

Question 5: The following individuals attended Forty-Niners games in 1983 with tickets received by the Office of the Mayor --

"Gonzales, Ross, Johnson, Watson, A. Gonzales and M. Gonzales" (8/14/83): Jim Gonzales is a Special Assistant to the Mayor; Maria Gonzales is his wife. Alexis Gonzales (no relation), Fred Ross, Robert Johnson and Floyd Watson are all volunteers from the Mayor's campaign organization.

"Betty Landis, Bob Landis, and 6 campaign staff members" (8/27/83): Betty and Bob Landis are volunteers from the Mayor's campaign organization. We are unable to identify by name the other individual campaign staff members who attended this game.

"Gilford, Ryan, 4 held for Lionel Wilson but no show" (9/4/83): Rotea Gilford is the Director of the Mayor's Criminal Justice Council. Philip Ryan is a personal friend of Mr. Gilford. Lionel Wilson is the Mayor of Oakland.

"Dianne Feinstein" (9/25/83): Mayor of San Francisco.

"Dianne Feinstein, Richard Blum, Paul & Nancy Pelosi, Gene Gartland" (10/9/83): Richard Blum is married to the Mayor. Paul & Nancy Pelosi are personal friends of the Mayor; Ms. Pelosi is the State Democratic Chairman. Gene Gartland was, at that time, a Commissioner of the Port of San Francisco.

"Hazel, Gwen, Florence, Maurita, staff members" (10/30/83): all members of the Mayor's support staff. Hazel Jones is a clerk, Gwynn Vitello is the Office Manager and Florence Stagner and Maurita Gallen are secretaries.

"Dianne Feinstein, Richard Blum, Louise and Paul Renne, Gina Moscone, Kathy Feinstein, Rick Marino & Gene Gartland" (11/6/83): Louise Renne is a member of the San Francisco Board of Supervisors; Paul Renne is her husband. Gina Moscone is the widow of the former Mayor. Kathy Feinstein is the Mayor's daughter. Rick Marino is a personal friend of Kathy Feinstein.

"Hastings Law School, donation for raffle; Borvice" (11/13/83): Hastings Law School is a unit of the University of California. Al Borvice is a Hispanic neighborhood activist.

"Tickets returned to 49'ers" (12/4/83).

"Nemerovski, Moylan, Dianne Feinstein, Richard Blum, Kathy Feinstein, Rick Marino" (12/19/83): Howard Nemerovski, a local attorney, and John Moylan, a labor leader, are personal friends of the Mayor.

Question 6: The following community members and organizations attended Giants games in 1983 with tickets received by the Office of the Mayor --

Chuck Ayala (4/10/83): head of Mission Catholic Youth Organization, Hispanic activist, Community College Board member.

Leroy King (4/10/83, 4/19/83): union activist, Redevelopment Agency board member.

Salvation Army (5/4/83).

Jim Roff (5/7/83): son of Deputy Mayor Hadley Roff.

John Monaghan (6/22/83): retired City employee.

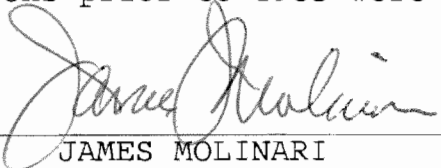
Larry Simi (6/22/83): former City employee, now a lobbyist for Pacific Gas and Electric.

All of the other people indicated on the calender as having attended Giants games in 1983 with tickets received by the Office of the Mayor are members of the Mayor's administrative and support staff:

<u>Name</u>	<u>Title</u>
Patty Burke	Receptionist
Florence Stagner	Secretary
Maurita (Marie) Gallen	Secretary
Hazel Jones	Secretary
Robin Eickmann	Motion Picture Coordinator
Betty Guimares	Program Manager
Peter Nardoza	Program Manager
Rotea Gilford	Deputy Mayor for Criminal Justice
Hadley Roff	Deputy Mayor
Gwynn Vitello	Office Manager
Jana Murray	Program Manager
Ray Sullivan	Deputy Mayor for Budget
Ed Matelli	Police Officer
Don Hansen	Police Officer
Ray King	Program Manager
Cyr Copertini	Appointments Secretary
Jim Buick	Deputy Director, Criminal Justice
James Lazarus	Deputy Mayor

Question 7: Based upon my discussions with the Mayor's staff, my review of the attachments to the Statement of James Lazarus, and my own personal recollection of who made use of tickets during the period I have been involved in the

distribution, I estimate that approximately 90 to 95 percent of the people making use of Giants and Forty-Niners tickets received by the Office of the Mayor for seasons prior to 1983 were City officers or employees.



JAMES MOLINARI

S.F. GIANTS LEASE

9. *Rent*: The Tenant shall pay as rental to the Landlord for and on account of rental for each year hereunder the greater of the sum computed under subparagraph (a) or (b):

(a) *Minimum Rental*: The sum of \$125,000 in each calendar year throughout the full term of this Lease, or

(b) *Percentage Rental*: A sum equal to five per cent (5%) of paid admissions to all regularly scheduled games (exclusive of All-Star, exhibition, charity or Championship Schedule games) played by the Tenant at the Stadium.

The term "paid admissions" as used herein shall mean and include the gross amount paid for admissions, or the right to admissions, to or for professional baseball games exhibited by the Tenant in the Stadium (after first deducting therefrom all Federal, State, City and County or other admission taxes, paid on or by reason of admissions, or the right to admissions, and also the amount of the shares paid to visiting baseball clubs and to the National League). The amount of such paid admissions shall be calculated pursuant to the Tenant's regular schedule of charges for admission which shall be subject to the reasonable approval of the Commission. Such amount shall be calculated thereon irrespective of whether paid in cash or otherwise and irrespective of the failure of the Tenant to collect payments therefor, or the failure of the holder of any admission ticket to use the same. The Tenant shall not permit free admissions or issue passes in any Baseball Season (except for minor children under sixteen (16) years of age) in excess of three thousand (3,000) for each game except with the prior written approval of the Commission.

S.F. FORTY-NINERS LEASE

16. COMPLIMENTARY TICKETS

The Lessee shall not permit free admissions or issue passes in any football season in excess of 1,000 complimentary tickets for each game, except for complimentary tickets issued to children under 16 years of age. The Lessee shall satisfy the requirements of the Press, radio and television other than those in the Stadium Press Box from the above 1,000 complimentary tickets.

During the year 1970 and each and every year throughout the term of this agreement the Lessee shall have the sole and exclusive right to determine the recipients of any and all complimentary tickets to the Lessee's football exhibitions. It is understood, however, that while the Lessee is not obligated to furnish any complimentary tickets to persons designated by the City, the Lessee shall give strong consideration to requests by the City for persons to receive complimentary seating accommodations.

It is understood and agreed that tickets to the Press Box shall be under the exclusive control of the Lessee. The Lessee agrees to furnish to Commission 24 tickets to box seats located in the mezzanine area of Candlestick Park Stadium, the site to be selected by agreement between the Lessee and General Manager.

2.401 Non-Interference in Administrative Affairs

Except for the purpose of inquiry, the board of supervisors shall deal with the administrative service for which the chief administrative officer is responsible, solely through such officer, and for administrative or other functions for which elective officials or boards or commissions are responsible, solely through the elective official, the board or commission or the chief executive officer of such board or commission concerned.

Neither the board of supervisors, nor its committees, nor any of its members shall dictate, suggest or interfere with appointments, promotions, compensations, disciplinary actions, contracts, requisitions for purchases or other administrative recommendations or actions of the chief administrative officer, or of department heads under the chief administrative officer, or under the respective boards and commissions. The board of supervisors shall deal with administrative matters only in the manner provided by this charter, and any dictation, suggestion or interference herein prohibited on the part of any supervisor shall constitute official misconduct; provided, however, that nothing herein contained shall restrict the power of hearing and inquiry as provided in this charter.

3.100 Functions, Powers and Duties

The mayor shall be the chief executive officer of the city and county upon whom process issued by authority of law shall be served. He shall be an elective officer and his compensation shall be fixed in accordance with the salary standardization provisions of this charter. The mayor shall devote his entire time and attention to the duties of the office, and shall not devote time or attention to any other occupation or business activity.

He shall furnish an official bond in the sum of \$25,000.

He shall appoint, and at his pleasure may remove, an executive secretary and one confidential secretary, and one stenographer. The board of supervisors may annually appropriate additional sums to be expended by the mayor for purposes and duties incidental to the administration of the office of mayor, which shall be subject to the provisions of this charter relative to appropriations and the payment of claims.

He shall, at the first meeting of the board of supervisors in October of each year, communicate by message to the supervisors a general statement of the condition of the affairs of the city and county, and recommend the adoption of such measures as he may deem expedient and proper.

The mayor shall be responsible for the enforcement of all laws relating to the municipality and for the review and submission of the annual executive budget; he shall supervise the administration of all departments under boards and commissions appointed by him; he shall receive and examine, without delay, all complaints relating to the administration of the affairs of the city and county, and immediately inform the complainant of findings and actions thereon; and he shall coordinate and enforce cooperation between all departments of the city and county. The mayor shall have the power to postpone final action on any franchise that may be passed by the supervisors until such proposed franchise shall have been voted on at the next election.

The mayor shall appoint such members of boards or commissions and other officers as provided by this charter.

He shall appoint for the unexpired term of the office vacated, a qualified person to fill any vacancy occurring in any elective office.

The mayor shall have a seat but no vote in the board of supervisors and in any board or commission appointed by him, with the right to report on or discuss any matter before such board or commission concerning the departments or affairs in his charge. He shall have power to designate a member of the board of supervisors to act as mayor in his absence. Should he fail, neglect or refuse so to do, the supervisors shall elect one of their number to act as mayor during his absence. When a vacancy occurs in the office of mayor, it shall be filled for the unexpired portion of the term by the supervisors. In case of a disaster which causes the mayor to be absent or unavailable and the supervisors for any reason whatsoever are unable to elect one of their number to act as mayor or to fill any vacancy that might occur in the office of mayor, the following persons shall act as mayor in the order of succession hereinafter designated: (1) president of the board of supervisors, (2) chairman of the finance committee of the board of supervisors, (3) senior member of the board of supervisors, who is that member having the greatest number of years of service as a member of the board, and in the event that one or more members have equal seniority then by alphabetical order of surname among such members, and (4) chief administrative officer. Said person so designated shall act as mayor during such period of absence or unavailability of the mayor until such time as the supervisors can take appropriate action either to elect an acting mayor or to fill the vacancy as the case may be. Every person who has served as mayor of the city and county, so long as he remains a resident thereof, shall have a seat in the board of supervisors and may participate in its debates, but shall not be entitled to a vote or to compensation.

In case of public emergency involving or threatening the lives, property or welfare of the citizens, or the property of the city and county, the mayor shall have the power, and it shall be his duty, to summon, organize and direct the forces of any department in the city and county in any needed service; to summon, marshal, deputize or otherwise employ other persons, or to do whatever else he may deem necessary for the purpose of meeting the emergency. The mayor may make such studies and surveys as he may deem advisable in anticipation of any such emergency. (Amended 11-77)

3.521 Commission; Composition

The city planning commission shall consist of seven members, five of whom shall be appointed by the mayor. The chief administrative officer and the manager of utilities, or their designated deputies, shall be members ex-officio. The terms of appointive members of the commission shall expire one each at 12:00 o'clock noon on the 15th day of January in the years 1949, 1950, and 1951, and two at said time in the year 1948. Thereafter, the term of each appointive member shall be four years. Present appointees shall continue in office without change of incumbency for the existing terms thereof. The mayor shall fill all vacancies in office of appointive members of the commission occurring either during or at the expiration of terms. Ex-officio members of the commission shall serve as such without compensation. The compensation of appointive members of said commission shall be \$15 for each meeting of the commission actually attended by said members, provided that the aggregate amount paid all the members shall not exceed \$5,000 per year.

3.524 The Master Plan; Scope and Content

It shall be the function and duty of the city planning commission to adopt and maintain, including necessary changes therein, a comprehensive, long-term, general plan for the improvement and future development of the city and county, to be known as the master plan. The master plan shall include maps, plans, charts, exhibits, and descriptive, interpretive, and analytical matter, based on physical, social, economic, and financial data, which together present a broad and general guide and pattern constituting the recommendations of the commission for the coordinated and harmonious development, in accordance with present and future needs, of the city and county and of any land outside the boundaries thereof which in the opinion of the commission bears a relation thereto.

The master plan shall show the general location, character, and extent of existing and proposed street railway, bus, railroad, air, water, and other transportation routes and terminals, public ways, grounds, and open spaces, and the general location of major buildings, structures, and facilities constructed thereon or proposed, and shall include a land-use plan showing the proposed general distribution and the general location and extent of housing, business, industry, recreation, education, and other categories of public and private uses of land, and recommended standards of population density and building intensity, with estimates of population growth and a general description of the amount and general classes of industrial, business and other economic activities for which the commission deems that space should be supplied within the territory covered by the plan, all correlated with the land-use plan. It shall include proposals for the acquisition, extension, widening, narrowing, removal, relocation, vacation, abandonment, sale, or change in the use of any of the foregoing public ways, routes, grounds, open spaces, buildings, or structures.

In the preparation of the master plan or any amendment thereto, the department of city planning is authorized to make or cause to be made such investigations, studies, maps, charts, exhibits, and reports as it may deem to be required.

3.529 Advice on Physical Improvement and Development

The department shall act in an advisory capacity to the board of supervisors and other departments, commissions and agencies of the city and county in any matter affecting the physical improvement and development of the city and county. All public officials shall upon request furnish to the department of city planning such information as it may require for its work and the department of city planning shall furnish to all departments and officials of the city and county such information as said departments and officials may require concerning the master plan. In general, the department shall have such powers as may be necessary to enable it to fulfill its functions.

3.550 Commission

The recreation and park department shall be under the management of a recreation and park commission, the members of which shall serve as commissioners thereof without compensation. Said commission shall consist of seven members, who shall be appointed by the mayor for a term of four years; provided that the respective terms of office of those first appointed shall be as follows: two for two years, two for three years, and three for four years from the effective date of this section. Vacancies occurring in the offices of appointive members, either during or at expiration of term, shall be filled by the mayor. Not less than two members of said commission shall be women.

3.552 Powers and Duties

The recreation and park commission shall have the complete and exclusive control, management and direction of the parks, playgrounds, recreation centers and all other recreation facilities, squares, avenues and grounds which are in the charge of the commission on the effective date hereof, or are thereafter placed in the charge of the commission, except as in this charter otherwise provided.

It shall also have power to construct new parks, playgrounds, recreation centers, recreation facilities, squares and grounds, and to erect and maintain buildings and structures on parks, playgrounds, squares, avenues and grounds, provided that all plans, specifications and estimates in connection therewith shall be prepared by the department of public works and be subject to approval by the recreation and park commission; provided, further, that no building or structure, except a building or structure necessary for maintenance, shall be erected, enlarged or expanded in Golden Gate Park unless the question of the erection, enlargement or expansion of said building or structure has been approved by a two-thirds vote of all the members of the board of supervisors. As used herein, the term "building or structure necessary for maintenance" shall mean nurseries, equipment storage facilities and comfort stations.

All contracts or orders for the work to be performed under such plans and specifications shall be awarded and executed by the director of public works with the approval of the recreation and park commission and shall be administered by the director of public works.

It shall be the duty of the recreation and park commission to make provision for the funds required for the operation and continuance of the duties herein assigned to the department of public works.

The persons performing the functions and duties transferred from the recreation and park department to the department of public works shall be transferred therewith, and such employees shall retain in the department of public works the same salary and civil service seniority status as they had in the recreation and park department.

It shall be the policy of the commission to promote and foster a program providing for organized public recreation of the highest standard.

The commission, through the general manager, shall utilize the property under its control and organize the personnel under its direction, to the end that all functions of the department be performed with the greatest possible efficiency. (Amended 11-74)

3.601 Functions, Powers and Duties

No work of art shall be contracted for or placed or erected on property of the city and county or become the property of the city and county by purchase, gift or otherwise, except for any museum or art gallery, unless such work of art, or a design or model of the same as required by the art commission, together with the proposed location of such work of art, shall first have been submitted to and approved by the commission. The term "work of art" as used in this charter shall comprise paintings, mural decorations, stained glass, statues, bas reliefs or other sculptures; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration. No existing work of art in the possession of the city and county shall be removed, relocated or altered in any way without the approval of the commission, except as otherwise provided herein. The commission shall have similar powers with respect to the design of buildings, bridges, viaducts, elevated ways, approaches, gates, fences, lamps or other structures erected or to be erected upon land belonging to the city and county, and concerning arches, bridges, structures and approaches which are the property of any corporation or private individual and which shall extend over or upon any street, avenue, highway, park or public place belonging to the city and county. Said commission shall so act and its approval shall be required for every such structure which shall hereafter be erected or contracted for, and may advise in respect to lines, grades and platting of public ways and grounds.

Nothing herein contained shall be construed to limit or abridge the legal powers of the governing boards of the war memorial, the M. H. de Young Memorial Museum or the California Palace of the Legion of Honor.

The commission shall supervise and control the expenditure of all appropriations made by the board of supervisors for music and the advancement of art or music.

The commission shall exercise all reasonable supervision of policy connected with the arts as may hereafter be assigned to it by ordinance or executive action.

The commission shall decide upon any expenditure of less than \$1,000 within 15 days after submission, and upon any other matter within 30 days after submission. If it fails so to do, its decision shall be considered unnecessary.

The commission may volunteer advice or suggestion to the owners of private property in relation to the beautification of the same; and any person contemplating to erect any building or make any improvement may submit the plans and designs or sketches thereof to the art commission for advice and suggestions, for which no charge shall be made by the art commission.

7.300 General Laws Applicable

The general laws of the State of California authorizing the incurring and establishing the procedure for the creation of bonded indebtedness and authorizing and establishing the procedure for the issuance of bonds to refund indebtedness is created or refunded by the city and county shall, except as otherwise provided in this charter, be applicable to the creation of bonded indebtedness and the issuance of refunding bonds by the city and county. Revenue bonds shall not be issued for any purpose unless the proposition to issue the revenue bonds has first been approved by a majority of the voters voting on the proposition at a general or special election; provided, however, this requirement shall not apply:

(1) to bonds approved by the board of supervisors prior to January 1, 1977; or

(2) to bonds issued pursuant to the authority contained in the Marks-Foran Residential Rehabilitation Act of 1973; or

(3) to bonds approved by a resolution of the board of supervisors adopted by an affirmative vote of three-quarters of the members of the board if the bonds are to finance a building or buildings, fixtures or equipment which are deemed by the board to be necessary to comply with an order of a duly constituted state or federal authority having jurisdiction over the subject matter ((.))

(4) to airport revenue bonds issued pursuant to section 7.306 of this charter.

7.403 Sale or Lease of Park Land; Use of Certain Park Land for the Construction of Water Quality and Sewerage Facilities

(a) Notwithstanding any other provisions of this charter, whenever lands which are or shall be used or intended for use for parks or squares are no longer needed for park or recreational purposes, such lands may be sold or otherwise disposed of, or their use for park purposes may be abandoned or discontinued; provided that nothing herein shall be construed to authorize the discontinuance or abandonment of the use of such lands, or any change in the use thereof which will cause the reversion of such lands to private ownership, or cause the forfeiture of the ownership thereof in fee by the City and County of San Francisco, or as authorizing the discontinuance of the use of park lands acquired in any proceeding wherein a local assessment based on benefits was or shall be levied to provide funds for such acquisition; and provided further that the general laws of the State of California authorizing municipal corporations to abandon or to discontinue the use of land for park purposes, authorizing the sale or other disposition of such lands, and providing procedures therefor and for matters relating thereto, shall be applicable to the City and County of San Francisco and to all lands held or used by it for park purposes and shall govern and control exclusively in respect thereto. For the purposes of this subsection, all lands, including, but not limited to, playgrounds, athletic facilities, and lands purchased with open space acquisition and park renovation funds, but excluding the Great Highway, the land described in subsection (d) below, and lands administered by the Recreation and Park Department pursuant to agreements with other City departments or entities, placed under the jurisdiction of the Recreation and Park Department shall be deemed used or intended for use for park purposes.

(b) Except as provided in subsection (c) the recreation and park commission shall not lease any part of the lands under its control nor permit the building or maintenance or use of any structure on any park, square, avenue or ground, except for recreation purposes, and each letting or permit shall be subject to approval of the board of supervisors by ordinance. The commission may lease to the highest responsible bidder for a term of not to exceed fifty years and upon such other terms and conditions as it may determine, subsurface space under any public park or square and the right and privilege to conduct and operate therein a public automobile parking station, provided that the said construction, when completed, and the operation will not be, in any material respect or degree, detrimental to the original purpose for which said park or square was dedicated or in contravention of the conditions of any grant under which said park or square might have been received. The revenues derived from any such lease shall be credited to the recreation and park department funds.

(c) The recreation and park commission shall have the power to lease or rent any stadium or recreation field under its jurisdiction for athletic contests, exhibitions and other special events and may permit the lessee to charge an admission fee.

(d) Upon approval by the recreation and park commission, that parcel of land south of the Zoo and between the Great Highway Extension and Skyline Boulevard set forth and described in parcel map entitled "Parcel Map Showing Certain Park Land Proposed to be Used Jointly," recorded August 12, 1975 in Parcel Map Book Number One at page 96 in the office of the recorder of the City and County of San Francisco, may be used for the construction of water quality and sewerage facilities, and any facilities so constructed shall be under the control, management, and direction of the department of public works. Any recreation or zoo facilities constructed on said parcel shall remain under the control, management, and direction of the recreation and park commission.

F F F C
FEB 17 11 09 AM '84



Form 720
3/75

(Interim Form)

STATEMENT OF ECONOMIC INTERESTS
(GOVERNMENT CODE SECTION 87200 & et seq.)

0 4 4 7 8 2

FILED

FEB 23 2 55 PM '76

See the interim information manual entitled "Disclosure of Financial Interests Under Proposition Nine" for information as to who is required to file and what economic interests must be disclosed.

BY _____
DEPUTY

GEORGE R. MOSCONE

1. Name: _____

MAYOR OF SAN FRANCISCO

2. Office: _____ of the

☐ State of California ☒ County of SAN FRANCISCO ☒ City of SAN FRANCISCO

3. Check the appropriate box:

☐ I HOLD the above-named office. (File within 30 days of the anniversary of assuming office.)

☐ I am a CANDIDATE for the above-named office. (File with your declaration of candidacy.)

☐ I have been APPOINTED to the above-named office. (File at least 10 days prior to assuming office)

☒ I have been ELECTED to the above-named office. (File not later than 30 days after taking office.)

4. Period covered by the statement: CURRENT through _____

VERIFICATION

I understand that investments or interests in real property owned by my spouse or dependent child in which they have an interest of greater than \$1,000 must be reported, and I have included all such investments or interests in real property in this statement.

I declare under penalty of perjury that this statement of economic interests is complete, true and correct to the best of my knowledge and belief.

Executed on February 20, 1976 at San Francisco California

(DATE)

(CITY)

(SIGNATURE)

(Interim Form)
SCHEDULE 720-E

GIFTS AGGREGATING \$25 OR MORE

<p>SAN FRANCISCO FORTY-NINERS</p> <p>-----</p> <p>Name</p> <p>1255 Post Street</p> <p>-----</p> <p>Address</p> <p>Football Club (Football Tickets)</p> <p>-----</p> <p>Business activity, if any, of the donor</p>	<p><i>8/15/75</i></p> <p>-----</p> <p>Date of the Gift</p> <p>\$ 450.00</p> <p>-----</p> <p>Value of the Gift</p>
<p>SAN FRANCISCO GIANTS</p> <p>-----</p> <p>Name</p> <p>Candlestick Park - San Francisco, Calif.</p> <p>-----</p> <p>Address</p> <p>Baseball Club (Baseball Tickets)</p> <p>-----</p> <p>Business activity, if any, of the donor</p>	<p><i>8/15/75</i></p> <p>-----</p> <p>Date of the Gift</p> <p>\$593.00</p> <p>-----</p> <p>Value of the Gift</p>
<p>N/A</p> <p>-----</p> <p>Name</p> <p>-----</p> <p>Address</p> <p>-----</p> <p>Business activity, if any, of the donor</p>	<p>-----</p> <p>Date of the Gift</p> <p>-----</p> <p>Value of the Gift</p>
<p>N/A</p> <p>-----</p> <p>Name</p> <p>-----</p> <p>Address</p> <p>-----</p> <p>Business activity, if any, of the donor</p>	<p>-----</p> <p>Date of the Gift</p> <p>-----</p> <p>Value of the Gift</p>
<p>N/A</p> <p>-----</p> <p>Name</p> <p>-----</p> <p>Address</p> <p>-----</p> <p>Business activity, if any, of the donor</p>	<p>-----</p> <p>Date of the Gift</p> <p>-----</p> <p>Value of the Gift</p>

FORM 721**Statement of Economic Interests**

(Government Code Sections 87200 et seq.)

This form is for incumbents re-elected to the same office or office of the same jurisdiction, officeholders filing anniversary statements and persons who have left office.

See "Instruction Manual for Statement of Economic Interest - Form 721."

1. Name: GEORGE R. MOSCONE
2. Address: CITY HALL, ROOM 200, SAN FRANCISCO 94102
3. Office: MAYOR OF SAN FRANCISCO
☐ State of California ☒ County of SAN FRANCISCO ☒ City of SAN FRANCISCO
4. Check the appropriate box:
☐ I have been re-elected to the same office or office of the same jurisdiction. (File within 30 days after your new term begins.)
☒ This is my anniversary statement. (File within 30 days after the anniversary of the date your term began.)
☐ I left the above-named office as of _____ (File within 30 days of leaving office.) (Date)
5. Period covered by the Statement:
FEBRUARY 20, 1976 to FEBRUARY 8, 1977

VERIFICATION

I understand that investments or interests in real property owned by my spouse or dependent child in which they have an interest of greater than \$1,000 must be reported, and I have included all such investments or interests in real property in this statement.

I declare under penalty of perjury that I have used all reasonable diligence in preparing this statement and to the best of my knowledge it is true and complete.

Executed on FEBRUARY 8, 1977 at SAN FRANCISCO, California.

George R. Moscone
(Signature)

Note to filing officers: Make and retain copies of all statements filed with you and forward the originals within five days of their receipt to: The Fair Political Practices Commission, Attention Conflicts of Interest Division, P.O. Box 807, Sacramento, California 95804.

SCHEDULE 721-E

Gifts

(Government Code Sections 82028 & 87207(a))

See "Instruction Manual for Statement of Economic Interests - Form 721," Pages 7 and 8.

Henry Berman (Name of Donor)	December, 1976 Date(s) of Gift(s)
164 Marco Way, South San Francisco 94080 (Address)	approx. \$50.00 Value of Gift(s)
Liquor distributor (Business Activity, if any, of the Donor)	Bottles of wine Description of Gift(s)
Morris Bernstein (Name of Donor)	December, 1976 Date(s) of Gift(s)
145-9th St., San Francisco 94103 (Address)	approx. \$50.00 Value of Gift(s)
Retailer (Business Activity, if any, of the Donor)	Bottles of wine Description of Gift(s)
Al Stagnaro (Name of Donor)	December, 1976 Date(s) of Gift(s)
55 Navajo Ave., San Francisco (Address)	approx. \$50.00 Value of Gift(s)
 (Business Activity, if any, of the Donor)	Wine Description of Gift(s)
Angelo Campana (Name of Donor)	December, 1976 Date(s) of Gift(s)
2122 Market St. (Address)	approx. \$50.00 Value of Gift(s)
Realtor (Business Activity, if any, of the Donor)	Wine Description of Gift(s)
Loris DiGrazia (Name of Donor)	December, 1976 Date(s) of Gift(s)
Brisbane, CA (Address)	approx. \$50.00 Value of Gift(s)
Liquor distributor (Business Activity, if any, of the Donor)	Wine Description of Gift(s)

OFFICE OF THE MAYOR
SAN FRANCISCO

GEORGE R. MOSCONE

May 18, 1978

Mr. Thomas P. Kearney
Registrar of Voters
155 City Hall
San Francisco, California

Dear Mr. Kearney:

Attached please find an amended filing for Mayor Moscone's
Statement of Economic Interest.

Due to an oversight a disclosure under Schedule D - Income
was omitted. This has been added to the revised filing.

Thank you for your attention to this matter.

Sincerely,



Bernard Teitelbaum
Executive Deputy to the Mayor

BT:AB:blk

Enclosure

EXHIBIT 14

FORM 721**Statement of Economic Interests**

(Government Code Sections 87200 et seq.)

This form is for incumbents re-elected to the same office or office of the same jurisdiction, officeholders filing anniversary statements and persons who have left office.

See "Instruction Manual for Statement of Economic Interest - Form 721." BY _____

SEP 1977

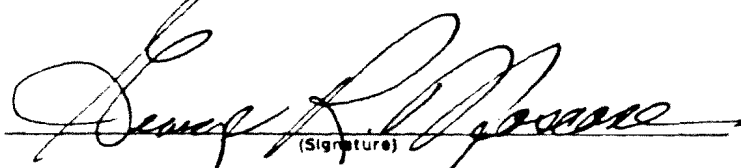
1. Name: GEORGE R. MOSCONE
2. Address: CITY HALL, ROOM 200, SAN FRANCISCO 94102
3. Office: MAYOR OF SAN FRANCISCO
☐ State of California ☒ County of SAN FRANCISCO ☒ City of SAN FRANCISCO
4. Check the appropriate box:
☐ I have been re-elected to the same office or office of the same jurisdiction. (File within 30 days after your new term begins.)
☒ This is my anniversary statement. (File within 30 days after the anniversary of the date your term began.)
☐ I left the above-named office as of _____ (Date)
 (File within 30 days of leaving office.)
5. Period covered by the Statement:
February 8, 1977 to February 1, 1978

VERIFICATION

I understand that investments or interests in real property owned by my spouse or dependent child in which they have an interest of greater than \$1,000 must be reported, and I have included all such investments or interests in real property in this statement.

I declare under penalty of perjury that I have used all reasonable diligence in preparing this statement and to the best of my knowledge it is true and complete.

Executed on May 18, 19 78 at San Francisco, California.


 (Signature)

Note to filing officers: Make and retain copies of all statements filed with you and forward the originals within five days of their receipt to: The Fair Political Practices Commission, Attention Conflicts of Interest Division, P.O. Box 807, Sacramento, California 95804.

) **FORM 721**)

Statement of Economic Interests

(Government Code Sections 87200 et seq.)

03209

This form is for Incumbents re-elected to the same office or office of the same jurisdiction, officeholders filing anniversary statements and persons who have left office.

FILED

FEB 8 11 22 AM

REGISTRAR OF VOT

See "Instruction Manual for Statement of Economic Interest - Form 721"Y

DEPUTY

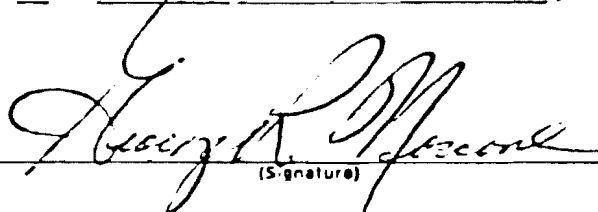
1. Name: GEORGE R. MOSCONE
2. Address: CITY HALL, ROOM 200, SAN FRANCISCO 94102
3. Office: MAYOR OF SAN FRANCISCO
☐ State of California ☒ County of SAN FRANCISCO ☒ City of SAN FRANCISCO
4. Check the appropriate box:
☐ I have been re-elected to the same office or office of the same jurisdiction. (File within 30 days after your new term begins.)
☒ This is my anniversary statement. (File within 30 days after the anniversary of the date your term began.)
☐ I left the above-named office as of _____ (File within 30 days of leaving office.) (Date)
5. Period covered by the Statement:
February 8, 1977 to February 1, 1978

VERIFICATION

I understand that investments or interests in real property owned by my spouse or dependent child in which they have an interest of greater than \$1,000 must be reported, and I have included all such investments or interests in real property in this statement.

I declare under penalty of perjury that I have used all reasonable diligence in preparing this statement and to the best of my knowledge it is true and complete.

Executed on February 8, 1978 at San Francisco, California.


(Signature)

Note to filing officers: Make and retain copies of all statements filed with you and forward the originals within five days of their receipt to: The Fair Political Practices Commission, Attention Conflicts of Interest Division, P.O. Box 807, Sacramento, California 95804.

SCHEDULE 721-E

Gifts

(Government Code Sections 82028 & 87207(a))

See "Instruction Manual for Statement of Economic Interests - Form 721," Pages 7 and 8.

Seymour Hyman (Name of Donor)	December, 1977 Date(s) of Gift(s)
145 - 9th St., San Francisco (Address)	\$40.00 (approx) Value of Gift(s)
Weight Watchers, Inc. (Business Activity, if any, of the Donor)	Case of Wine Description of Gift(s)
Forty-Niners Football Club (Name of Donor)	8/77 Date(s) of Gift(s)
Candlestick Park, San Francisco (Address)	\$75.00 Value of Gift(s)
Professional Football team (Business Activity, if any, of the Donor)	Tickets Description of Gift(s)
Roger Boas (Name of Donor)	November, 1977 Date(s) of Gift(s)
City Hall, Rm. 289, San Francisco (Address)	\$40.00 Value of Gift(s)
Chief Administrative Officer, San Francisco (Business Activity, if any, of the Donor)	Wrist watch Description of Gift(s)
Angelo Campagna (Name of Donor)	December, 1977 Date(s) of Gift(s)
2122 Market St., San Francisco (Address)	\$50.00 Value of Gift(s)
Realtor (Business Activity, if any, of the Donor)	cheese and wine Description of Gift(s)
Lorenzo Petroni (Name of Donor)	December, 1977 Date(s) of Gift(s)
1512 Stockton St., San Francisco (Address)	\$125.00 Value of Gift(s)
Restaurant owner (Business Activity, if any, of the Donor)	Ham and wine Description of Gift(s)

(Continued at Code 52013 7-07-77)

See "Instruction Manual for Statement of Economic Interests - Form 721," Pages 7 and 8.

San Francisco Opera Association (Name of Donor)	September, 1977 (Date(s) of Gift(s))
Van Ness at McAllister, San Francisco (Address)	approx. \$45.00 (Value of Gift(s))
 (Business Activity, if any, of the Donor)	opera tickets (Description of Gift(s))
Richard Guggenhime (Name of Donor)	December, 1977 (Date(s) of Gift(s))
26 Presidio Terrace, San Francisco (Address)	approx. \$40.00 (Value of Gift(s))
Attorney (Business Activity, if any, of the Donor)	case of wine (Description of Gift(s))
Civic Light Opera Association (Name of Donor)	September, 1977 (Date(s) of Gift(s))
1192 Market St., San Francisco (Address)	approx. \$50.00 (Value of Gift(s))
Theatre productions (Business Activity, if any, of the Donor)	 (Description of Gift(s))
Cyril Magnin (Name of Donor)	October, 1977 (Date(s) of Gift(s))
59 Harrison St. (Address)	approx. \$50.00 (Value of Gift(s))
Joseph Magnin (Business Activity, if any, of the Donor)	theatre tickets (Description of Gift(s))
S. F. Giants (Name of Donor)	1977 (Date(s) of Gift(s))
Candlestick Park, San Francisco (Address)	\$75.00 (Value of Gift(s))
Professional Baseball Team (Business Activity, if any, of the Donor)	baseball tickets (Description of Gift(s))